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Agreement

BY AND BETWEEN

International Union of Operating Engineers

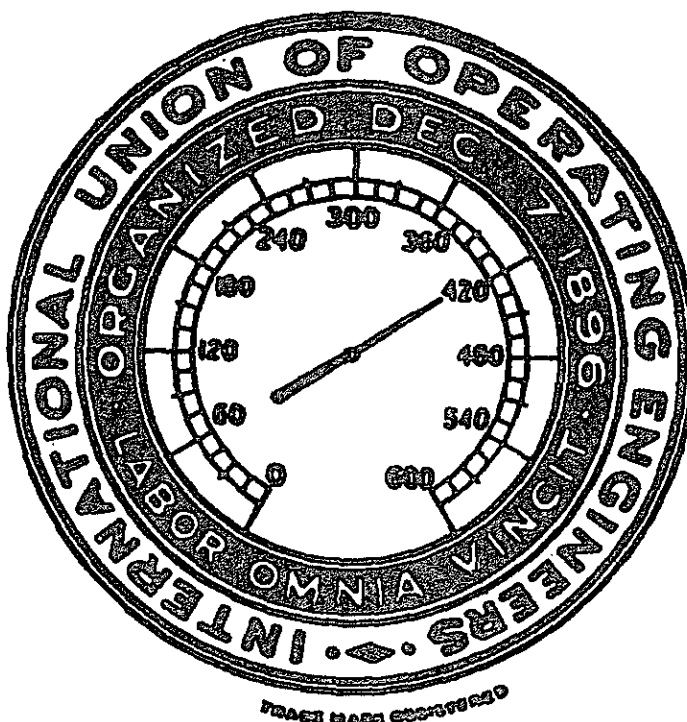
AFFILIATED WITH AFL-CIO

Local Union No. 825, 825-A, 825-B, 825-C, 825-D, 825-R, 825-RH

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EMPLOYER'S NAME

KENNETH P. CAMPBELL
Business Manager

PETER STRANNEMAR
President

JOSEPH WHITTLES
Recording-Corresponding Secretary

Jurisdiction

Entire State of New Jersey plus Delaware, Ulster, Sullivan,
Rockland and Orange Counties in New York State

A.G.C./C.I.C., NEW YORK STATE 4/2005

Agreement

This Agreement entered into by and between the Labor Relations Division, Hudson Valley Region, New York State Chapter, Inc., Associated General Contractors, the Construction Industry Council of Westchester and Hudson Valley, hereinafter referred to as the "Employer," and the International Union of Operating Engineers, Local Union 825, 825A, 825B, 825C, 825D, 825R, & 825RH, hereinafter referred to as the "Union."

This Agreement shall bind all Subcontractors while working for an Employer who is a party to this Agreement. Any Employer who sublets any of his work must sublet the same subject to all the terms and conditions of this Agreement.

The Employer agrees that he will not Subcontract any of his work, which is covered by the terms of this Collective Bargaining Agreement, to any Subcontractor, unless said Subcontractor agrees in writing to perform said work subject to all terms and conditions of this Agreement between the Employer and the Union, including an Agreement to submit work jurisdictional disputes for determination as provided below.

The parties hereto agree to make all assignment of work covered by this Collective Bargaining Agreement to the Employees covered hereunder. In making the assignment of work, the Employer shall make said assignment in accordance with any established decisions and/or Agreements of record set forth in the "Green Book" or in any official book published by the National Joint Board for the settlement of jurisdictional disputes. Where, however, there are no established decisions or agreements of record, as described above, relative to jurisdictional work disputes and a jurisdictional work dispute arises wherein this Union is involved with any other craft and any Employer or such Employer's Subcontractor, the Employer or Subcontractor involved shall assign the work in accordance with the last known decision rendered by the National Joint Board of Awards within the territorial jurisdiction covered by this Agreement. Where there are no decisions by the National Joint Board covering similar or same types of disputes in this jurisdiction, the Employer will make the assignment of work in accordance with area past practice and custom.

The Union agrees that if it enters into an Agreement with any other Contractors engaged in this type of work within the area designated herein upon more favorable terms to such other Contractors than embodied in this Agreement, then such more favorable terms shall immediately be added to and become a part hereof upon the Employer giving the Union five (5) days notice in writing of the facts involved.

The Union recognizes the Labor Relations Division, Hudson Valley Region, New York State Chapter, Inc., Associated General Contractors, the Construction Industry Council of Westchester and Hudson Valley as Bargaining Agent for, and acting for and on behalf of its present and future Members, and this Contract shall cover, all of the active Members of the Labor Relations Division—Hudson Valley Region, A.G.C. and the Construction Industry

Council whose names are attached and signed to the annexed Exhibit A, which is herewith made a part of this Agreement.

The Employer recognizes the Union as the sole exclusive Bargaining Agent for all the Employees engaged in the operation of power equipment, as herein specified used in the construction, alteration and repair of buildings, structures, bridges, bridge approaches, viaducts, shafts, tunnels, subways, foundations, streets, highways, sewers, sewerage disposal plants, filtering plants, incinerators, piers, docks, dams, dredging, port works, river and harbor improvements, pipelines, pipeline water crossings, temporary pipe fittings, sinking of wellpoints, burning and welding, installing, repairing and maintaining of all equipment, fitting up, dismantling, repairing and maintaining and operating of machinery, when done on the job, and such other work as by custom has been performed by workmen in the fields of construction outlined in ARTICLES IV, V & VI, under the supervision of the Lead Engineer or Foreman Engineer and line and grade work with topographical field parties under the direction of a Party Chief.

This Agreement shall govern rates of pay, hours and working conditions on all phases of construction work indicated herein within the five Southern Counties of New York (Delaware, Ulster, Orange, Sullivan and Rockland).

The Employer retains full and exclusive authority for the management of his operations. Except as expressly limited by provisions of this Agreement, custom and past practices, the employer may direct his working forces, as his sole prerogative, including hiring or discharge of his Employees. The Employer may utilize any method or techniques of construction and there shall be no limitations or restrictions on the use of machinery, pre-cast, materials, equipment, tools, or other labor-saving devices, nor shall there be any limitations upon choice of material, equipment or design. The Employer may assign and schedule work and shall determine when overtime will be worked and may require reasonable overtime.

ARTICLE I HIRING HALL PROCEDURE

1. The Union shall establish and maintain an open employment list for the employment of workmen. Such list shall be established and maintained on a non-discriminatory basis, without regard to race, color, religion, sex, or national origin, and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.
2. Whenever desiring to employ workmen, the Employer shall call upon the Union for any workmen as the Employer may, from time to time need, and the Union shall refer such workmen from the open employment list. The Employer shall give the Union twenty-four (24) hours notice when requiring the services of a workman

ARTICLE I (continued)

covered hereunder, said notice time to be exclusive of Saturday, Sunday and Holidays.

- a) In notifying the Union of its need for workers, the Employer shall specify to the Union: (1) the number of workers required, (2) the location of the project, (3) the nature and type of construction involved, (4) the work to be performed, and (5) such other information as may be necessary to enable the Union to make proper referral of applicants.
- b) When an Employer states requirements for special skills or abilities in his request for Employees, the Union shall refer the first applicant on the register possessing such skills and abilities.
3. The Employer shall retain the absolute and unconditional right to reject any workman referred by the Union not possessing the requisite work qualifications, or special skills and abilities, since the Union is not to be deemed to guarantee same. However, in no case shall a referred workman be rejected without just cause. Any workman who is rejected by the Employer with just cause, shall be restored to his place on the list.
4. All members and registrants on hiring hall lists must personally register and be properly identified and photographed.
5. Recognizing that many older workers are restricted in the operation of heavy construction equipment by reason of technical advances and/or physical handicaps which do not, however, prevent them performing usefully and well, certain functions of the Operating Engineers' craft, and with a view towards maintaining a source of employment for persons falling in this category, the hiring hall will maintain a "Limited Preferred Status List," from which dispatch will be made for maintenance and operation of welding machines, compressors, elevators, house cars, generators, pumps, temporary heating equipment, conveyors and tuggers.

In order to qualify for referral from this list, the following criteria must be met:

- (a) The member or registrant must voluntarily submit his name for inclusion on the list for a minimum period of six (6) months and during this time will not be eligible for referrals except as to equipment under the "Limited Preferred Status List."
- (b) The member or registrant on the "Limited Preferred Status List" must be at least fifty-five (55) years of age and have had twenty years of experience in the industry as evidenced by his continuing availability on the Hiring Hall List, or in lieu thereof.
- (c) A person on the "Limited Preferred Status List" must have a bonafide physical handicap with proof thereof being submitted to the satisfaction of the Executive Board of Local Union 825, which handicap would unduly restrict his capacity to operate equipment other than that on the "Limited Preferred Status List."
- (d) In view of the restriction on employment of those on the "Limited Preferred Status List" to the equipment specified herein, contractors may not request an

Employee by name on this list.

- (e) In the event that the "Limited Preferred Status List" is exhausted and no one is available therefrom for employment, a registrant or member from the general hiring hall list may be referred to a job normally filled by a person from the "Limited Preferred Status List."
6. When a man is referred from the hiring hall for employment, he shall continue to retain his position at the top of the hiring hall list, until he has completed one hundred and twenty (120) hours of employment, after which time his name shall be re-registered in proper position as of the date of notification to the hiring hall of his availability.
7. In order that the hiring hall list may correctly reflect the availability of registrants, each member and registrant must present himself in person at least once a year to the hiring hall dispatcher for review of his registration card.
8. Registration cards will contain information as to the equipment that the registrant can operate and his experience in such operation. If a registrant has been discharged by two or more Contractors because of alleged inability to operate the equipment, the equipment in question will be removed from his hiring hall card, and he will not be dispatched on that equipment. If the registrant wishes to appeal the removal of the equipment from his card, he may request an opportunity to demonstrate his ability to the Local Union Examining committee, at the Training Site.
9. The dispatcher in making referrals from the hiring hall, based in part on an Employer's request to reemploy a man who is available and who has had "recent employment," shall not consider employment as "recent," unless it was within the preceding one hundred and twenty (120) days from the date of request, exclusive of winter layoffs.
10. Unless otherwise provided by the Collective Bargaining Agreement with the Local Union, no person dispatched from the hiring hall will operate any machine or equipment other than those to which he was originally assigned to on referral, without approval of the hiring hall.
11. When the machine or equipment to which a man was referred is moved to a different job or shut down, the operator must notify the hiring hall.
12. No person selected for referral from the hiring hall will be allowed to refuse a job without just cause. Two such refusals without just cause will result in his displacement to the bottom of the hiring hall list.
13. It shall be the privilege of members and registrants to place their names on any one, or all, of the hiring hall lists maintained at the various Union offices throughout the jurisdiction of Local 825.
14. Upon request of a member or registrant, the hiring hall dispatcher shall inform him of his present position on the hiring hall referral list. If the member or registrant believes that his placement on the list is improper and discriminates against him with reference to a possible

ARTICLE I (continued)

job referral, he shall have the right to review his position on the list. If the member or registrant continues to believe his placement on the list was improper or discriminatory he may file a claim pursuant to Section 15, of these rules.

15. Any member or registrant on the employment list who makes written claim that he has been discriminated against in violation of his rights under the Labor Management Relations Act of 1947, as amended, by exclusion from a job referral, shall have the right to an immediate appeal to a Joint Board consisting of two (2) members of the Union and two (2) representatives of the Employer, who shall be respectively designated upon the signing of the Collective Bargaining Agreement. Voting by members of the Joint Board shall be on a unit basis. In case the Joint Board fails to reach a unanimous decision, the claim shall be submitted expeditiously to an impartial umpire, to be agreed upon by the Joint Board, herein created, whose decision shall be binding and conclusive.

The Claim of any member or registrant who feels that he has been discriminated against must be filed in writing with the Union ten (10) days from the date of the alleged discriminatory practice, in order to entitle him to the benefits of the appeal procedure hereinbefore set forth.

16. The cost and expense of establishing and maintaining the open list and of referrals therefrom, shall be borne by all of the registrants thereon. In the case of registrants, who are not members of the Union, their share of such costs and expenses shall not exceed a sum equal to the pro-rata share of the cost and expenses of operating the employment list and the referrals therefrom, which is being borne by members of the Union from the payment of union dues. After seven (7) days from the date of this Agreement or of the date of registry on the list, whichever is later, registrants shall incur the obligation of making quarterly payments of their share of such cost and expenses. Failure of a registrant to make payment of such cost and expenses shall constitute grounds for removal from such list and shall nullify any prior referral therefrom.
17. A registrant must have maintained his permanent residence in the geographical area of the entire State of New Jersey and the five Southern Counties of New York (Delaware, Ulster, Orange, Sullivan and Rockland) for a period of one (1) year, or, who having had a permanent home in the area, has temporarily left with the intention of returning to this area as his permanent home.

All references in the foregoing Hiring Hall Rules, to the masculine gender, shall be deemed to include the feminine gender.

ARTICLE II CONDITIONS OF EMPLOYMENT OF REGISTERED INDENTURED APPRENTICES

1. A Registered Indentured Heavy Equipment Operator

Apprentice may be employed on any job that has a minimum of 10 pieces of grading, paving or excavating equipment or five (5) Operating Engineers on the job operating the same types of equipment and having additional pieces of similar type available for the Apprentices to be assigned to.

A Registered Indentured Heavy Duty Mechanic Apprentice may be employed on any job that has a Journeyman Mechanic.

A Registered Indentured Field Engineer Apprentice may be employed on any job that has a Survey Crew. However, the Employer may request a Registered Indentured Apprentice, even though he does not meet these job requirements, provided that the Joint Apprenticeship Training Committee is satisfied that proper training is available for the Registered Indentured Apprentice on the job site.

2. It will be the option of the contractor to select the on-job equipment within the categories of the Registered Apprentice so as not to interfere with job continuity.
3. All on-the-job training will be the responsibility of the designated Journeyman Engineer. A written progress report will be submitted at the end of each work week. This report will be signed by the Registered Apprentice, Contractor Representative and designated Journeyman Engineer responsible for the on-the-job training. In addition a representative of the Joint Apprenticeship Training Committee will make an on-the-job inspection and interview once a month. A report of the progress will be submitted to both the Contractor and Joint Apprenticeship Committee.
4. The placement of the Registered Indentured Apprentice will be accomplished by a joint effort of Local 825, J.A.T.C. and the Job Contractor.
5. The Registered Indentured Apprentice shall be subject to all terms and conditions of this collective bargaining Agreement.

A Registered Indentured Heavy Equipment Operator Apprentice wage rate will be as follows:

- 1st year—60% of the Journeyman's wage for the piece of equipment he is operating
- 2nd year—70% of the Journeyman's wage for the piece of equipment he is operating.
- 3rd year—80% of the Journeyman's wage for the piece of equipment he is operating.
- 4th year—90% of the Journeyman's wage for the piece of equipment he is operating.

A Registered Indentured Heavy Duty Mechanic Apprentice wage rate will be as follows:

- 1st year— 60% of the Journeyman Mechanic's wage.
- 2nd year—70% of the Journeyman Mechanic's wage.
- 3rd year— 80% of the Journeyman Mechanic's wage.
- 4th year— 90% of the Journeyman Mechanic's wage.

A Registered Indentured Field Engineer Apprentice wage rate will be as follows:

- 1st year— 70% of the Rod/Chainman's wage.
- 2nd year—75% of the Rod/Chainman's wage.

ARTICLE II (continued)

3rd year—80% of the Transit/Instrumentman's wage.

4th year—90% of the Transit/Instrumentman's wage.

All fringe benefit contributions shall be made as set forth in this Collective Bargaining Agreement.

ARTICLE III EMPLOYER SELECTED TRAINEE

Whenever the Employer requires the service of a trainee, requests must be made to the Operating Engineer's Local 825 Apprenticeship Training Plan; and an indentured apprentice will be sent to the job site. If the Apprenticeship Training Plan is unable to provide an indentured apprentice, the Employer may hire directly any person of its own choice; however, such Employee, by reason of his hiring, will not become an enrollee nor part of the Indentured Apprenticeship Training Plan but he will have the right to make application for enrollment as all other persons.

The Employer will have the sole and exclusive responsibility for training and job performance. No trainee will perform work at the job site unless a Journeyman Engineer is actually engaged at the time in job site work. No trainee will be hired to replace or perform the work of a Journeyman, and trainees may not work as assistant Engineer/Oiler but may be employed as a paving equipment operator trainee or a dirt moving operator trainee. The trainee is not a "covered Employee" under the terms of this Collective Bargaining Agreement nor is the Union his bargaining agent.

The Employer must notify the Operating Engineers' Local 825 Apprenticeship Training Director before hiring a trainee and must furnish the name, address, social security number, race, sex and telephone number of such trainee. For information purposes only, on a monthly basis, the Employer will advise the Operating Engineers' Apprenticeship Training Director of the type of equipment and hours worked by trainees and of the wages paid for the first 1,000 hours of employment as a trainee and for the second 1,000 hours.

If the Employer extends medical coverage to such trainee, then the cost of such coverage is the sole and exclusive responsibility of the Employer, and neither the Union nor the Operating Engineer's Local 825 Welfare plan shall have any responsibility in connection therewith to the trainee or any person rendering hospital or medical services on his behalf.

ARTICLE IV WORKING CONDITIONS PERTAINING TO ALL PHASES AND TYPES OF CONSTRUCTION WORK

1. **STRAIGHT TIME:** Eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive, shall prevail except at start and finish of job when said Employees shall be paid on a unit basis of an eight (8) hour day, unless specified herein.
2. **SHIFT WORK:** First shift eight (8) hours pay for eight

(8) hours work at straight time; second shift, eight (8) hours pay for seven and one-half (7½) hours work at straight time plus ten percent (10%); third shift, eight (8) hours pay for seven (7) hours work at straight time plus fifteen percent (15%). Shift work must continue for five (5) days, Monday to Friday, forty (40) hour week. If not the overtime premium rate shall apply. All other time worked, except Monday to Friday, shall be at the overtime rate.

A flexible starting time of either 7:00 A.M. or 8:00 A.M. and the "Irregular" Shift Clause will apply to Highway, Road, Street and Sewer Projects.

An "Irregular" Shift would start any time from 5:00 P.M. to 12:00 A.M. (Midnight). The first eight (8) hours shall be at straight time rate plus fifteen percent (15%) Monday through Friday. When working with other trades or local Unions who receive a higher irregular shift differential, the Local 825 Employee will also receive the higher shift differential.

For construction project contracts where an owner mandates that construction work shifts are to have a starting time between 10:00 p.m. and midnight, provided there are consecutive hours of work within the shift, the Employer shall be obligated to pay shift differential, not premium rate, for those shift hours worked within Saturday 12:00 a.m. to 6:00 a.m. and Sunday 10:00 p.m. to midnight.

Where there are only two shifts the first and second shifts shall be eight (8) hours work at eight (8) hours pay for each shift. In addition there is an unpaid ½ hour lunch period. The second shift shall be straight time plus 10%. When the Department of Labor does not include these shift premiums in the prevailing wage rate schedule, in the event of non-union or vertical union competition, the shift work premium will be waived.

Where the bid documents and/or Contract require the Employer to work restricted hours or for any mutually agreed reason an Employer may work four (4) ten (10) hour days at the straight time rate during a week. In the event of rain when the Employees are not allowed to start ten (10) hours at the straight time rate will be paid for the day. If Friday is worked time and one-half (1½) will be paid for all hours.

An Irregular Shift can be worked when at a Pre-Job Conference the Union and the Contractor agree to comply with the Contract documents that specify particular hours to be worked because of traffic control Monday through Friday or on any one (1) of the five (5) regular work days when owner mandated.

When off or irregular shift work is mandated by government contract the appropriate differential will apply.

3. **CALL OUT PAY:** Employees ordered out to work by the Employer and not permitted to work, shall be paid the straight time rate as follows: Monday to Friday, eight (8) hour's pay; Saturday, four (4) hour's pay; Sunday, eight (8) hour's pay; Holiday, eight (8) hour's pay plus Holiday pay. On paving work only, when the Union and the Employer deem it appropriate, the call out pay provisions may be altered.

ARTICLE IV (continued)

4. **TEMPORARY LAYOFF:** Employees temporarily laid off and re-employed within five (5) days, on the same job, on the same unit of equipment, shall be paid for the day or days preceding their re-employment. Employees temporarily laid off during the period October 15th through May 15th, and re-employed within three (3) days, on the same job, on the same unit of equipment, shall be paid for the day or days preceding their re-employment. Since temporary layoff applies only to the job where the Employee had been employed, any re-employment on a new or different job or unit of equipment, whether within the same five (5) day period or not, would not come under the temporary layoff clause. Temporary layoff provisions will not apply to back dump operators. However, when the Union deems it appropriate and the Employer agrees, the Union may waive the temporary layoff provisions of this Agreement.

5. **SNOW REMOVAL:** Snow removal shall be considered emergency work and be paid for at the straight time rate for the first eight (8) hours, and time and one-half (1½) after the first eight (8) hours, except Saturday, Sunday and Holidays to be premium time as per contract. Employees covered by this paragraph are guaranteed eight (8) hours pay minimum.

6. **RENTAL OF EQUIPMENT:** When a Contractor rents a piece of equipment covered by this Agreement, he shall notify the Union Hiring Hall of the fact of such rental and shall furnish the name or names of the persons on the Union Referral List who are operating said equipment. Said members of the operating crew, and the Lessee, shall be governed by the terms and conditions of this Agreement. If the Lessee fails to pay and report contributions into the Benefit Funds or does not have a Collective Bargaining Agreement with Local 825, then the Lessor of the equipment shall be responsible for making such payments and reports to the Benefit Funds on the wages covered hereunder. The Lessee shall not thereafter rent out the services of the operating crew to any other party.

7. MANNING REQUIREMENTS:

(a) Where two (2) small mixers of less than one-half (½) yard capacity (without loading device attached) are operated on a job on any one day, a Maintenance Engineer will be required to service and maintain said mixers.

(b) Where a mixer of less than one half (½) yard capacity, without loading device attached thereto, and one small pump or two small pumps are used upon a job in any one day, the services of a Maintenance Engineer will be required to service and maintain them.

(c) An Engineer must be employed on each mixer having a capacity of one-half (½) yards or more, whether equipped with a loader device or not.

(d) An Assistant Engineer/Oiler, Maintenance Engineer, or Fireman shall be employed on all power cranes, gantry cranes, shovels, Kochring "Scoop" (combination loader-shovel), locomotives, paving mixers, derricks, truck cranes, draglines, elevator graders, tree chopper with boom, truck mounted

pavement breaker, down the hole drills, concrete pumping, pumpcrete and squeezecrete systems, large trenching machines, transfer or staging pumps, and on any other machine where the services of the said Assistant Engineer/Oiler, Maintenance Engineer or Fireman are necessary; including carrying of gas. Assistant Engineer/Oiler will not be required on any size hydraulic backhoe, remote controlled gradalls, remote control post pounder, and all cranes one hundred (100) tons and under according to Manufacturer's rating. All moves to be made by an Operating Engineer.

1. **Cranes 150 tons and over**—(manufacturers specifications with basic boom) Manning requirements shall be the subject of a Pre-Job Conference.

(e) Where a gas or diesel driven crane with a steam boiler, gasoline or diesel driven compressor attached thereto furnishes power for any work other than the driving of piles, then an Assistant Engineer/Oiler shall be employed in addition to two (2) Engineers.

(f) Barge Equipment:

1. **On Repair Work:** Two Engineers shall be employed to man a crawler or stiffleg derrick or whirley and any other equipment on the barge.

2. **On New Construction:** Same manning provisions will be required as on land, including manning of pump full time.

(g) **Mixers, Hoists, Fork Lifts, And Economobiles:** Where an Engineer employed on this equipment works three (3) consecutive days or any fraction thereof, he shall receive three (3) day's pay; if he works the fourth day, he shall be paid for the full week.

(h) **Multiple Welding System (Rectifier Transformer Type):** Utility Engineer will man up to 100 leads plus plant air and 185 compressor, or one generator, or one pump up to four inches. The same manning for every 100 leads or part thereafter. With up to 100 leads, a Utility Engineer will be employed even though there is no other equipment on the job.

(i) **Working Hours:** 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M., unless by mutual agreement with the other crafts, when the working hours shall be from 8:00 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M. All time prior to 8:00 A.M. and after regular quitting time worked, including noon hour meal time, shall be paid for at the overtime rate applicable.

On Highway, Road, Street and Sewer Construction, the Employer shall designate the starting time for Employees hereunder, at which time pay shall commence including waiting time; and the eight (8) hours per day shall commence from the designated starting time.

On all other types of Construction, for the convenience of the Employees and the Employer, the regularly designated starting time may be changed by mutual agreement with the Union, and the eight (8) hour day will commence at that time.

(j) Where the Employer obtains power from a perma-

ARTICLE IV (continued)

ment, or temporary plant, i.e. steam, compressed air; hydraulic or other power, for the operating of any machine or automatic tools, or for the purpose of furnishing temporary heat including propane, natural gas or flowtype units for heating material or to buildings under course of construction or used in the construction of new buildings, additions, alterations, or repairs thereto; Employees covered hereunder shall man and operate such permanent or temporary plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid the rate of wages applicable to the classification of work in which he is employed.

- (k) **Steam Time:** It is understood and agreed that Engineers, Apprentice Engineers or Firemen getting up steam before regular starting time, shall receive one (1) hour's pay at time and one-half (1½) rate.
- (l) **Temporary Heating Plants, Wellpoint Systems or Pumps:** When a Temporary Heating Plant, Wellpoints or Pumps are working four (4) shifts of six (6) hours each, seven (7) days per week, straight time will be paid for work from Monday to Friday; time and one-half (1½) for Saturday work, and double time for Sunday and Holiday work.
The Lead Engineer or Mechanic will cover the Electric Pumps on a Day Shift. If there is no Lead Engineer or Mechanic, an Operating Engineer will man the Electric Pumps.
- (m) On Heavy Construction Work, a Maintenance Engineer shall be employed to do all temporary pipe fitting, repairing and maintaining of all equipment under the guidance of the Lead Engineer.
- (n) Two (2) concrete towers or two (2) brick hoists shall not be operated from one (1) hoisting engine. An Engineer shall not be shifted from one (1) hoisting engine to another.
 - 1. When two (2) concrete towers or two (2) brick hoists are being operated a Maintenance Engineer shall be required.
- (o) Where a mixer of less than one-half (½) cu. yd. capacity operates in conjunction with a hoist, or any type of hoisting equipment, including economobiles, lulls, hysters, and fork lifts, add Ten Dollars (\$10.00) per week or any part thereof.
- (p) Two (2) Operating Engineers shall be employed on all tower type and cantilever type machines and on all similar machines, on all projects.
- (q) An Engineer shall be employed when a tower is being erected. Said Engineer shall erect and test hoist tower parts in addition to being employed after tower is up.
- (r) Autograde placer-trimmer-spreader-combination (CMI and similar types), requires Engineer and Maintenance Engineer. Autograde slipform paver, (CMI and similar types) requires Engineer and Maintenance Engineer.
- (s) Suitable sanitation facilities and suitable quarters shall be provided for to change clothes and store personal tools. The change house shall be heated in win-

ter for the purpose of drying clothes, etc.

(t) **Pile Drivers:**

- 1) On Conventional Pile Drivers an Engineer and Fireman will be required.
- 2) With a Compressor, generator, vibratory hammer, or diesel powered hammer attached to the machine or on the ground shall require two (2) Engineers at the A rate.

- (u) **Field Engineers:** Party: A party will normally consist of a minimum of three (3) men, Party Chief, Instrument Man and Rod/Chainman; however, where the Contractor heretofore, as a matter of custom and practice, has utilized two (2) men (Party Chief and Transitman or Rodman) as a party, then such practice shall continue.

It is understood that the need for additional Employees shall be made by mutual agreement between the Union and the Employer.

Chief of Party: A Chief of Party is directly responsible for the layout from the taking of information from supplied specifications and plans to the direction and actual performance of layout. He shall be able to read plans and specifications, draw any additional sketches required for the performance or layout, develop and maintain survey records, do the necessary computations, keep control of layout on the job and to perform and direct the operations of Instrumentmen and Rodmen, and perform such other duties as may be assigned to him consistent with his duties.

Instrument Man: An Instrument Man or Transitman under direction performs layout. He shall be able to set up, operate and make minor adjustments to surveying instruments, read plans and sketches and keep surveying records. He shall be able to perform the duties of a Rodman.

Rodman/Chainman: A Rodman/Chainman is one who generally assists a Chief of Party or Instrument Man and is sometimes known as a Chainman. He shall be able to operate surveying rods, be able to chain, and generally assist in doing layout.

This Agreement shall apply to qualified Employees customarily and regularly engaged in field layout work only; excluding executive, administrative office personnel, office and supervisory personnel and engineers including engineer trainees who are employed directly by the Employer for the sole purpose of training for a future with the company. Further, this Agreement shall not apply to any field layout work beyond the direct control of the Employer except as this Agreement is binding on all Subcontractors working for this employer. Employees covered by this Agreement shall work with and cooperate fully with the above-mentioned persons excluded from coverage under this Agreement.

Following are tools pertaining to the trade of Field Engineer which shall be manned by the Employees listed:

- 1. Laser Beam
- 2. Theodolite

ARTICLE IV (continued)

3. Electrotape
4. Transit
5. Philadelphia Rod
6. Rod Level
7. Instrument Level

The Party Chief shall be the first man from the Party on the job.

An additional seventy-five cents (\$.75) per hour will be paid for all tunnel work under compressed air, and fifty cents (\$.50) per hour for hydrographic work if worked one (1) or more hours per day.

Definition of Hydrographic Work: Line and grade work performed while one (1) or more members of the Field Party Crew is physically located in a vehicle afloat on a bay, harbor, lake, river or similar body of water, and line and grade work performed while one (1) or more members of the Field Party Crew is suspended from a structure over a bay, harbor, lake, river or similar body of water with only the member or members on or over the water receiving the premium added rate of fifty cents (\$.50) per hour.

8. Lead Engineer, Foreman Engineer or Safety Engineer:

- (a) It is further agreed that where there are five (5) or more Operating Engineers, excluding Oilers and Back Dump Operators, covered by this Agreement employed upon any one (1) job or by any one (1) Contractor (excluding Reg. Indent. Trainees) and ARTICLE IV, Section 7, (1) Employees, a Lead Engineer, Foreman Engineer or Safety Engineer shall be employed. Where five (5) or more Operating Engineers excluding oilers and back dump operators, work for different Contractors, the General Contractor or Key Prime Contractor shall be responsible for employment and wages for said Lead Engineer, Foreman Engineer or Safety Engineer.
- (b) When there is no General Contractor or where all Contractors on a project or job site are Prime Contractors and a minimum of five (5) Operating Engineers, excluding Oilers and Back Dump Operators, covered hereunder are employed on said project or job site (including all shifts—but excluding temporary heat, wellpoints, pump coverage), then all Contractors employing one (1) or more Operating Engineers on said project are equally responsible for the employment and wages of said Lead Engineer, Foreman Engineer or Safety Engineer. They shall pay a pro rata share of his wages based on the number of such Operating Engineers covered hereunder employed by them.
- (c) He shall be responsible for the performance of all duties of Engineers, Apprentice Engineers, Repair Mechanics, Oilers, Firemen, Maintenance Engineers and other Employees under his jurisdiction under the direction of the Employer.
- (d) He will be allowed to operate equipment in the temporary absence of the regular Engineer. He shall have complete supervision over all repairs made on all machines and other automotive equipment used, when such repairs are done on the job.
- (e) Where a job is of sufficient size to require eventually

five (5) or more Employees, excluding Oilers and Back Dump Operators, covered hereunder, the first Engineer employed on the job shall act as a Lead Engineer, shall continue to operate his equipment and shall receive the wage rate provided for herein for a Lead Engineer as long as he acts as such.

- (f) Lead Engineer is to check all Subcontractors including crane hirees or lessees to ensure that contributions are being paid into the various Benefit Funds. In the absence of the Lead Engineer, the Steward shall perform this function.
 - (g) When a Lead Engineer is employed on a job and the job works Saturday, Sunday or Holiday, the Lead Engineer is called in when two (2) men are working covered by this agreement, exclusive of pumping and emergency work.
 - (h) The rate of pay for Lead Engineers shall be no less than twenty-five cents (\$.25) per hour above the highest Operating Engineer's rate on the job with a minimum rate as indicated in wage rates and classifications.
 - (i) All contributions required to be made to the Benefit Funds by the Employer shall be made on a weekly basis (unless authorized by the Trustees of the Funds to make monthly contributions) on the day the Employees are paid by the Employer, delivering to the Lead Engineer or Steward drafts made payable to the said Funds, in the amount required for each, for delivery to the Fund Administrator, together with completed forms, furnished by the Funds, indicating the names of all Employees, number of hours worked, gross wages, etc.
 - (j) In the event of non-union or vertical competition, the Union will put in writing at bid advertisement what the Lead Engineer's duties will be and later confirm it at a pre-job conference.
9. On all machines, including pile drivers with booms of 100 feet and over (including jib) two (2) Engineers shall be employed at the regular rate of wages or one (1) Engineer and one (1) Apprentice Engineer shall be employed. Said Engineer to receive regular hourly rate plus:
\$.50 cents per hour on rigs with 100 foot Boom (including jib) up to 139 feet.
\$.75 cents per hour on rigs with 140 foot Boom (including jib) and over.
On all hoists where "Cat Head or Sheave Point" is 100 feet or over above ground level, the same differential pay and manning provisions shall apply as applicable to booms 100 feet and over.
10. **WAGES:** See Schedule—attached hereto and made part hereof, including wage increases effective July 1, 2002, and all job classifications covered by this Agreement.
Wages shall be paid in currency weekly on the job where men are employed on or before quitting time on Friday afternoon. If discharged for any reason during the week, the men shall be paid at once, and are entitled to full wages until paid. Where proper arrangements cannot be made to pay in currency, Employees may be paid by check, subject to the approval of the Union.

ARTICLE IV (continued)

Contract rates apply to private work. On public work (posted rates), wage rate Schedule submitted to New York State Department of Labor as required by law. If the rates are not posted July 1, contract extended for up to one (1) month on old rates. Both parties jointly to go to Court to get Contract Rates posted.

11. **SAFETY:** All provisions of the Engineers' License Law, Construction Safety Act of the States of New York and New Jersey and the Federal Occupational Safety and Health Act shall apply to both the Employer and the Employee.

- (a) Employees while on the job shall be protected from either falling material, acid fumes, or anything detrimental to life or health. A first aid kit shall be provided and kept available for use at all times on the job. Employees while on the job shall be protected from inclement weather.
- (b) Employees shall not be required to operate unsafe or defective operating equipment.
- (c) When required, the Employer shall supply all necessary or personal protective equipment, which shall remain the property of the Employer.

12. **DAVIS BACON ACT** area practice provisions must be complied with, including manning provisions (i.e., Maintenance Apprentices must be employed on all machines required by the Agreement).

13. Business Agent or Representative of the Union shall have access to the work at all time during working hours.

The Employer recognizes the right of the Union to designate Stewards. The Steward shall be a working Steward who shall be given time to perform his duties which include the following:

- (a) Examination of dues books of all Employees to determine their good standing.
- (b) Reporting violations and/or grievances to the Business Agent.
- (c) The Steward shall not be discriminated against for enforcing the terms of this Agreement or the rights of any Employee.
- (d) The Employer shall make available to the Steward a weekly report of the number of hours worked by each Employee covered hereunder and the wages paid to each of the men covered by this Agreement.

14. **HOLIDAYS:** Recognized paid Holidays are: New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Veteran's Day (when all trades on a particular jobsite agree, the day after Thanksgiving may be substituted for Veteran's Day) Thanksgiving Day, Christmas Day, Presidential Election Day, or days celebrated as such. When a Holiday falls on a Saturday, the Employer has the option to either work Friday and pay Saturday as the Holiday, or, not work Friday and pay for the day in lieu of the Holiday. Holidays falling on Sunday will be celebrated on Monday.

To be eligible for Holiday Pay, an Employee must work three (3) days of the preceding five (5) working days before the Holiday or the working day before the

Holiday and the working day after the Holiday, but in no event can an Employee who is on the Employer's payroll the work week before and after the Holiday receive Holiday Pay unless he works the working day before and the working day after the Holiday.

When an employee is working four (4) ten (10) hour shifts, and if the Holiday falls on a work day and is not worked, the employee shall be paid ten (10) hours.

15. **OVERTIME:** Time and one-half (1½) shall apply to hours worked after eight (8) hours per day and all hours worked on Saturday.

EXCEPT AS FOLLOWS:

- (a) When working with other trades or Local Unions who receive a higher rate of overtime, the Local 825 Employee will also receive the higher overtime rate.
- (b) On 100% Federally Funded Projects, awarded by a Federal Agency, excluding hazardous waste removal sites, the payment of overtime will be required after ten (10) hours each day and forty (40) hours each week, Monday through Saturday inclusive. The Employer may work four (4) ten (10) hour days.

Time and one half (1½) rate shall apply for all hours of overtime worked on water crossings pertaining to all bi-state pipeline work, bi-state tunnel and bi-state bridge construction, alteration or resurfacing work on bi-state projects.

Double time (2) shall be paid for all work performed on Sundays and Holidays.

Where Saturdays, Sundays or Holidays (or days celebrated as such) are worked, the Employees covered by this Agreement shall be paid on a unit basis of an eight (8) hour day at the specified overtime rate.

16. WORK RULES:

- (a) When men report to work, it is understood that they are to remain on the job until released for the day by the Employer or his Representative.
- (b) It is understood that at no time will there be any work stoppage by men for so-called "Coffee Time."
- (c) If an Engineer, Apprentice Engineer, Assistant Engineer/Oiler, Fireman, or Maintenance Engineer is employed and is found incompetent, his services may be dispensed with and he shall be paid for actual time worked.
- (d) It is expressly agreed and understood that Engineers, Apprentice Engineers, Assistant Engineers/Oilers, Firemen and Maintenance Engineers are not to report for work on any Saturday, Sunday or Holiday, (or days celebrated as such) without the Employer first notifying the Union, through its Officers or Business Representatives and obtaining its consent.
- (e) Moves may be made on all loaders, dozers, graders, rollers, pavers, combination hoes and other miscellaneous equipment.

17. Engineers will not be allowed to stack scaffolds or floors with brick or other materials in quantities beyond that required for an eight (8) hour period, or in quantities that may lead to the laying off of an Engineer.

Stacking work may start ten (10) minutes before the reg-

ARTICLE IV (continued)

ular starting time and end ten (10) minutes before the regular quitting time. All other times required by these limitations shall be paid under the overtime basis applicable.

18. Whenever it is mutually agreed that the nature of the Employer's operation is such as to require a Pre-Job Conference relative to the method and manner in which the job is to be performed, the Business Manager and the Employer shall agree to such conference and, in such instances, a Pre-Job Conference shall be held at a time and place mutually agreeable to the parties before the commencement of the job.
19. When an Employee or Employees covered hereunder require a vehicle for the performance of their duties the Employer will assign a vehicle to such individual or individuals or he shall compensate them adequately for the use of their personal vehicle when used for the performance of their duties.
20. **MECHANIC:** If a party to this Agreement hires a Mechanic and requires that the Mechanic provide his own truck, tools and welding machine, the rate for said truck, tools and welding machine shall be the subject of a Pre-Job Conference between the Business Manager and/or his designee, and the Contractor and/or his designee. If a party to this Agreement hires a mechanic and supplies said mechanic with a truck, tools and welding machine the terms of this Agreement will apply.

ARTICLE V

BREAKDOWN ON TYPES OF CONSTRUCTION

A. HIGHWAY, ROAD, STREET AND SEWER CONSTRUCTION AND GRADING AND PAVING WORK (OTHER THAN BI-STATE PROJECTS)

Defined as all phases of work pertaining thereto, including overpasses, underpasses, sewer and water pipeline, or any other pipeline work (excluding bi-state water crossing pipeline), duct lines, street grading, drainage, curb setting, sidewalks, grade separations, land improvement, site clearing, grading and paving, bridges, and bridge alterations, resurfacing and repaving (excepting bi-state bridges, and tunnels), and all other work related thereto.

It is understood and agreed that any excavation, embankment, grading, paving and drainage around and adjacent to all bridge structures shall be included in this category.

B. HEAVY CONSTRUCTION WORK

Heavy Construction is defined as: construction and alteration of Oil Refineries, Power Plants, Chemical Plants, Sewage Disposal Plants, Filtering Plants, Incinerators, Atomic Energy Plants, Missile Bases, all work performed under compressed air, airport terminals, offshore plant, offshore terminals, foundations, pile driving, piers, abutments, retaining walls, viaducts, water crossings pertaining to pipe line work, shafts, tunnels, subways, track elevations, elevated highways, resurfacing work on bi-state bridges and tunnels, reclamation projects, sanitation projects, aqueducts, irrigation projects, water power development, hydroelectric development, transmission lines, locks, dams, dikes, docks,

levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, harbors, excavation and disposal of earth and rock projects in connection with the above, and any other bridges and drainage structures, including the assembly, operation and maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.

C. BUILDING CONSTRUCTION WORK

Building Construction is defined as construction of building structures, including modifications thereof, or additions or repair thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of and excavation and foundations for building construction.

D. OILOSTATIC CABLES AND TRANSPORTATION MAINLINE PIPE LINES (Including testing)

Oilostatic high voltage underground cables and transportation mainline pipe lines are defined as all phases of work pertaining to oilostatic high voltage underground cable lines and transportation mainline pipe lines, the construction, installation, treating, reconditioning, testing, taking-up, re-laying or relocation of cross-country pipe lines, or any segments thereof transporting coal, gas, oil, water, or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries, up to the first metering station or connection, as well as gathering lines which connect directly from the wells to the mainline pipe lines and gathering lines to or from gasoline extraction and gas dehydration plants and water flood lines up to the first metering station or connection are likewise included.

The phrase, "first metering station or connection," means that point which divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, then the work covered by this Agreement includes the construction of all pipe lines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines.

E. SEWER CONSTRUCTION WORK

Sewer Construction is defined as construction, repair and alteration of storm sewers, sanitary sewers, combined storm sewers and sanitary sewers, telephone, gas and electric, fiber optics, (excluding drainage systems and telephone, gas, and electric and fiber optic lines that are part of overall road, street and highway construction, or heavy construction or building work), and pump station with a cost of not in excess of twelve million dollars (\$12,000,000.00). Sewer Agreement manning will apply to all projects twelve million (\$12,000,000.00) or less. Outfalls are considered heavy construction work.

SCOPE AND COVERAGE

1. That this Agreement is for the exclusive, joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding only upon and effective in determining the relations

ARTICLE V (continued)

between such Employer as may become a signatory hereto and the Union. It is the intent and purpose of the parties herein to promote and improve industrial and economic relationships in the Sewer Construction Industry, as defined herein the jurisdiction of Local 825, and set forth herein the rates of pay, hours of work, and conditions of employment to be observed by the Union and such Company as may become a party thereto.

2. This Agreement shall cover all persons employed by the Employer engaged in the operation of power equipment and such other equipment as herein specified.

MANNING REQUIREMENTS

In the employment of workmen covered by this Agreement, the following provisions shall govern:

1. The Employer shall have the exclusive right to determine the manning requirements of all equipment and the assignment of Employees, consistent with provisions of this Agreement.
2. An Employee may be required to operate more than one (1) piece of equipment during the same working day. Said Employee may be moved from one machine to another, as directed by the Employer, without limitation as to the number of such moves on one job. The Employee shall be paid for the day at the rate of the highest wage classification of the machines so operated, as herein specified.
3. Starting and stopping of compressors, pumps, generators, etc., shall be performed by any Operating Engineer Employee, so designated by the Employer.
4. The number of Field Operating Engineers to be hired for layout work for each job, shall be determined jointly with the Employer and the Union. Where a laser beam is used instead of a batter board, no Field Engineers will be required. The Laser will be set up by an Operating Engineer working on the job.

GENERAL CONDITIONS

1. It is recognized that because of the special nature of the work herein, it is necessary that the Employer have available experienced and qualified Employees, and that both parties shall cooperate to the end that all of the Employees hired hereunder shall be capable of performing such work in an experienced manner. It shall be the Employer's prerogative to determine the capabilities and qualifications of all such Employees.
2. It is the Employer's prerogative to determine the number of Employees required for each job or jobs, (consistent with manning provisions herein).

F. BRIDGE REHABILITATION

On Bridge Rehabilitation projects twelve million dollars (\$12,000,000.00) or less, the Sewer Agreement manning will apply. A Maintenance Man will be the first Operating Engineer employed. The Maintenance Man may cover compressors, welders, pumps, and work as a Mechanic or operate one of the following pieces of equipment: concrete breaker, roller or dozer.

ARTICLE VI TANK ERECTORS, DOCK BUILDERS, AND STEEL ERECTORS' AGREEMENTS (Where working with Ironworkers or Boilermakers)

It is mutually agreed that where work performed is covered by Tank Erectors, Dock Builders and Steel Erectors Agreements (where working with Ironworkers or Boilermakers), and Sewer Agreements, the rates and working conditions of the appropriate Agreement will govern and apply. (Schedules attached hereto for Classifications and Rates).

ARTICLE VII WORK AT HAZARDOUS WASTE SITES

1. All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.
2. On hazardous waste removal work, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly rate.

ARTICLE VIII DRUG/ALCOHOL ABUSE POLICY AND PROGRAM

1. The Employer and the Union affirm that construction jobsites subject to this agreement must be alcohol and drug free.
2. Alcoholism and drug dependency is recognized by medical, public health authorities, the Employers, and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect on the American construction industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

ARTICLE VIII (continued)

3. The Employer and the Union further agree to the establishment of a Drug and Alcohol Abuse policy and program which will provide for testing of current employees, pre-employment testing and random testing to deal cooperatively and constructively with the problem of substance abuse among employee's represented by the Union.
4. To this end the Employers and the Union have agreed to adopt a policy and program which involves the appropriate means for identifying those persons with drug or alcohol problems and the appropriate measures to be taken when these problems are identified. The adopted policy and program is a part of this agreement.

ARTICLE IX SAVINGS FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Savings Fund, a sum equal to one dollar (\$1.00) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute one dollar and fifty cents (\$1.50) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute two dollars (\$2.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute one dollar and ten cents (\$1.10) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute one dollar and fifteen cents (\$1.15) per hour for each hour paid for each Employee covered by this Agreement.

The Savings Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Savings Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

Appropriate payroll taxes on the Savings Fund Contributions are deductible at the source. The Savings Fund Contribution should be added to the gross pay and all appropriate payroll taxes, including withholding, Social Security and State unemployment, deducted from the adjusted gross pay. After making the necessary payroll tax deductions, the Savings Fund Contribution should be forwarded with the other Benefit Funds Contributions.

ARTICLE X LOCAL 825 APPRENTICESHIP TRAINING AND RETRAINING FUND

It is hereby agreed that as part of this Agreement, the

Employer agrees to pay to the Operating Engineers Local 825 Apprentice Training and Retraining Fund, a sum equal to fifty cents (\$.50) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute seventy-five cents (\$.75) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute one dollar (\$1.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute fifty-five cents (\$.55) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute fifty-eight cents (\$.58) per hour for each hour paid for each Employee covered by this Agreement.

The Apprentice Training and Retraining Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Apprentice Training and Retraining Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XI WELFARE FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Welfare Fund, a sum equal to seven dollars and seventy-five cents (\$7.75) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute eleven dollars and sixty-three cents (\$11.63) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute fifteen dollars (\$15.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute eight dollars and fifty-three cents (\$8.53) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute eight dollars and ninety-two cents (\$8.92) per hour for each hour paid for each Employee covered by this Agreement.

The Welfare Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Welfare Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XII PENSION FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Pension Fund a sum equal to four dollars and twenty-five cents (\$4.25) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute six dollars and thirty-eight cents (\$6.38) per hour for each hour paid and on overtime worked at the double time rate, the Employer will contribute eight dollars and fifty cents (\$8.50) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute four dollars and sixty-eight cents (\$4.68) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute four dollars and eighty-nine cents (\$4.89) per hour for each Employee covered by this Agreement.

The Pension Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Pension Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XIII SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND (OUT OF WORK FUND)

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Supplemental Unemployment Benefit Fund, a sum equal to one dollar and fifteen cents (\$1.15) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute one dollar and seventy-three cents (\$1.73) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute two dollars and thirty cents (\$2.30) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute one dollar and twenty-seven cents (\$1.27) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute one dollar and thirty-two cents (\$1.32) per hour for each hour paid for each Employee covered by this Agreement.

The Supplemental Unemployment Benefit fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Supplemental Unemployment Benefit

Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XIV ANNUITY FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Annuity Fund, a sum equal to five dollars (\$5.00) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute seven dollars and fifty cents (\$7.50) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute ten dollars (\$10.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute five dollars and fifty cents (\$5.50) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute five dollars and seventy-five cents (\$5.75) per hour for each hour paid for each Employee covered by this Agreement.

The Annuity Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Annuity Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XV ESTABLISHMENT OF STAMP PLAN

It is hereby agreed that as part of this Agreement, an additional procedure for making Fund contributions required under the foregoing paragraphs has been established so as to provide a single combination stamp purchase plan which will include within the price to be paid for each stamp the required contribution for each of the aforesaid Funds.

As of July 1, 2005, for each hour equivalent of gross wages paid to each Operating Engineer a combination stamp will be available at a cost of \$19.70 to be allocated among the several Funds as follows:

Pension Fund.....	\$4.25
Welfare Fund.....	7.75
Savings Fund.....	1.00
Supplemental Unemployment Benefit Fund.....	1.15
Apprenticeship Training and Retraining Fund.....	50
Annuity Fund.....	5.00
TOTAL.....	19.70

ARTICLE XV (continued)

The cost of the aforesaid stamps as well as the allocation to the several Funds is subject to change on the second and third anniversary dates of this Agreement, that is, 7/1/06 and 7/1/07, as the Union may deem appropriate subject to the approval of the Local 825 Fringe Benefit Plan Trustees.

ARTICLE XVI PENALTIES FOR FAILURE TO MAKE CONTRIBUTIONS TO FUNDS

The failure of any Employer to pay required contributions to the Welfare, Pension, Supplemental Unemployment Benefit, Apprenticeship Training and Retraining, Annuity and Savings Funds, or to pay interest on such delinquencies, or legal and auditing fees and costs assessed against such delinquent Employer, as provided herein, shall constitute a violation of this Agreement and the Union shall be authorized to remove the Employees from the job, in which case they shall report for work daily and shall be paid a day's pay of eight (8) hours until the Employer settles his delinquent payments of contributions, interest, legal and auditing fees with the Fund Administrator. If any Employer has a record of delinquency on a prior job, the Union shall refuse to permit Employees to work for such Employer, until all such delinquencies have been paid to the respective Funds, including interest and legal and auditing fees.

If the Trustees or the Fund Administrator of any of said Funds is required to utilize legal services to collect Employer delinquencies or auditing services to ascertain the correct amount due from the Employer, the delinquent Employer shall be required to pay, in addition to 2% over the Prime Interest Rate, interest from date of delinquency, the reasonable cost of the auditing services and, in addition thereto, legal fees at the following rates: 15% on the first \$750.00; 10% on any amount in excess of \$750.00; minimum collector fee of \$15.00; and 50% on any amount less than \$100.00, due and payable on default.

All contributions required to be made to any of the aforementioned Funds by the Employer shall be made on a weekly basis on the day the Employees are paid by the Employer delivering to the Lead Engineer or Shop Steward drafts made payable to each said Fund, in the amount required for each, for delivery to the Fund Administrator, together with completed forms, furnished by each Fund, indicating the names of all Employees, number of hours worked or paid and amount of hourly wages as required, together with amount of contribution for each Employee to each Fund. Such periodic reporting forms must be filed by the Employer with the Fund(s) regardless of whether any contributions are due and owing the Fund(s) in the reporting period unless the Trustees upon application of the Employer excuse him from so reporting. In the event that the contributions are due and owing in the reporting period, the Employer shall so state on the form and the reasons therefore. With regard to the Savings Fund, the Employer shall furnish to each Employee on payday a statement of the amount of money contributed on behalf of such Employee to the said Fund. The Funds Trustees will have

the right to conduct periodic payroll audits of companies signatory to this Agreement.

The Trustees of any Fund or an alleged delinquent Employer may request arbitration of any alleged delinquencies or breach of agreement regarding the Funds Contributions and arbitration may be heard within thirty (30) days after such request. The Trustees may join an individual Engineer as a party to any such arbitration proceeding agreement regarding Fund Contributions in which such Engineer may be involved. Each Engineer subject to this Agreement does hereby, through his duly authorized representative, consent to such joinder and to the issuance of an award binding upon him in connection therewith. The arbitration shall be heard at the Operating Engineers Local 825 Funds Office, or as designated in the demand at the option of the Fund and the procedures followed shall be in accordance with the rules of the New Jersey Mediation Service.

The Trustees in their discretion may permit an Employer to make monthly instead of weekly contributions where the contribution record of the Employer justifies such an action.

All Employers covered by this Agreement must file with the Trustees of the Fringe Benefit Plan, a Surety Company Bond in an amount no less than \$25,000.00 in order to insure payment by them to the various Fringe Benefit Plans. The Trustees shall determine the amount of such Surety Bond. The Trustees shall also have the power to fix a lesser Bond for any Employer who pays weekly where the contribution record of such Employer justifies such action.

However, effective January 1, 1982, any Employer may have as an alternative option the opportunity to purchase combination stamps from the 825 Fund Facility and in lieu of posting a Surety Bond will contribute directly to the Employee these stamps as a medium of payment to the various contributory Funds in the amount determined by hours paid. The payment of stamps to each Employee will be made on a weekly basis on the Employer's normal payday. (Article XV hereof).

No officers, agents, representatives or Employees of any Union or of any Employer shall be deemed an agent or representative of the Board(s) of Trustees or be deemed as authorized to make any oral or written representations, or give any form of commitment which may be relied upon by the Employee, his or her spouse, beneficiary or dependent. It is further agreed and understood that no single Trustee or Employee(s) of any Fund has authority to give any such representations or commitments since such representations or commitments, unless authorized by the Boards of Trustees, can only be made by the Board of Trustees acting as Boards of Trustees.

ARTICLE XVII BREACH OF AGREEMENT— UNION REMEDIES

The Union pursuant to Section 301 of the Taft-Hartley Act, as amended, shall have the right to bring suit for a violation of this contract in any district court of the United States having jurisdiction of the parties without regard to

ARTICLE XVII (continued)

the amount in controversy or the citizenship of the parties. This right is subject and subordinate to any provision of this Agreement that requires final and binding arbitration of all disputes arriving thereunder.

The Union may waive its right to sue or to submit a controversy to final and binding arbitration, if there is an arbitration clause in the Agreement, and in lieu thereof enter into a compromise, adjustment, settlement or release of its claim, as authorized under Section 302(c) 2 of the Taft-Hartley Act as amended. Where such compromise, adjustment, settlement or release arises from a claim by the Union of improper manning or lack of manning under this Agreement, the Union has the option to accept as its liquidated damages an offer of the Employer of a sum equal to the amount of wages that should have been paid under the Collective Bargaining Agreement.

ARTICLE XVIII UNION CHECK OFF

The Employer will withhold from the wages of each Employee covered by this Agreement, who signs and files with the Employer, a written authorization as provided by law, three percent (3%) of the Employees Gross weekly wages and will remit said amount weekly to Local Union 825 in payment of working assessment. Said remittance will be made on forms provided by Local Union 825.

ARTICLE XIX POLITICAL ACTION CHECKOFF

When authorized by a Voluntary Checkoff Agreement, signed by an Employee, the Employer shall deduct from such Employee's wages the sum of five cents (\$.05) per hour for each hour paid and forward same to the Local 825 Political Action Committee, on the forms that will be furnished for such report.

ARTICLE XX UNEMPLOYMENT INSURANCE— LIABILITY INSURANCE

The Employer shall, at all times, carry Unemployment Insurance as required by the Laws of the State and in the event that his working force is below the minimum number of Employees required by the State for an Employer to carry Compulsory Unemployment Insurance, the said Employer shall, as a condition of this Agreement, voluntarily obtain appropriate coverage.

The Employer further agrees to carry Workmen's Compensation Insurance for the protection of the Employees; and such other liability insurance which will relieve the Employee of personal liability, which may be incurred while performing duties in connection with his employment.

ARTICLE XXI CLASSIFICATION AND RATES OF WAGES

It is agreed that the rates of wages for all Employees cov-

ered by this Agreement are listed in the following schedules which are made part hereof and which consist of rates for: (1) Highway, Road, Street and Sewer Construction, (2) Heavy Construction Work, (3) Building Construction Work, (4) Oilstatic Cables and Transportation Mainline Pipe Lines, (5) Steel Erectors.

It is further agreed that these schedules and manning requirements may be amended through re-negotiation for the purpose of including rates and classifications for any new equipment which is introduced into the operation covered by this Agreement. Such negotiations shall be effective at the time of the introduction and use of this equipment and any rates agreed upon shall be retroactive to the date of its introduction.

ARTICLE XXII GRIEVANCES AND ARBITRATION

In the interest of uninterrupted progress on any and all work covered by this Agreement, the parties hereby agree that there shall be no lockout on the part of the Employer and there shall be no strikes, work stoppages, picketing, sympathy strikes or slowdowns of any kind, including any threats thereof, engaged in by the Union or by individual members thereof with its knowledge and consent.

All questions or grievances involving the interpretation and application of this Agreement other than jurisdictional disputes which may arise between the parties hereto, shall be handled under the following procedures:

Step No. 1. Between the Employer Representative and the Business Representative at the job site as soon as practicable but in no event later than three (3) working days after the occurrence of the dispute. Failure to raise any dispute within three (3) working days of its occurrence renders the dispute null and void.

Step No. 2. If not resolved pursuant to Step No. 1, then between the President and Business Manager of the Local Union or his designee and the Labor Relations Representative of the Employer. This meeting should be arranged as soon as practicable but in no event later than three (3) working days after the conclusion of Step No. 1.

Step No. 3. If the matter is not resolved after such meeting, either party may submit the matter to final and binding arbitration under Step 3 within ten (1) working days thereafter except as otherwise provided where it is alleged that time is of the essence. An impartial Arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the New York State Board of Mediation or the American Arbitration Association. The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The expense of the Arbitrator shall be borne equally by the Employer and the Union.

TIME OF THE ESSENCE:

Where either party alleges that time is of the essence, the Union or the Employer may invoke the following expedited arbitration procedure: This procedure shall be asserted by notice in writing by Registered Mail, Return Receipt Requested, or Telegram, report delivery, given to the other party. A copy of such notice shall be sent simultaneously to

ARTICLE XXII (continued)

the person designated as arbitrator as hereinafter set forth. The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than forty-eight (48) hours after receipt of said notice.

The Arbitrator shall notify the parties by telegram of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the Arbitrator's discretion. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator may order cessation of the violation alleged and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

Such award may be enforced by any court of competent jurisdiction upon filing of this Agreement and all other relevant documents referred to hereinabove in the following manner: telegraphic notice of the filing of such enforcement proceeding shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance thereof are hereby waived by the parties to whom they accrue.

Immediately upon signing of this Agreement, the parties shall request a list of arbitrators from the New York State Board of Mediation or the American Arbitration Association in order to select a permanent arbitrator and alternate for the purpose of this Article. The permanent arbitrator and alternate appointed by the parties for the purpose of this expedited arbitration procedure are:

and said arbitration proceedings pursuant hereto shall be held at the Offices of the New York State Board of Mediation or the American Arbitration Association or such other place as designated by the arbitrator. In the event of the death, disability or unavailability of the arbitrators designated herein, within the time limits prescribed by this provision, the parties must select another arbitrator within four (4) hours and failing in such mutual designation, the New York State Board of Mediation or the American Arbitration Association may be requested by either party to designate an arbitrator, which designation must be made

within four (4) hours of the request. All costs for the services of the arbitrator designated herein or for any other person selected pursuant to the aforementioned procedures and all of the costs of the arbitration shall be borne by the parties jointly.

ARTICLE XXIII JOINT INDUSTRY STUDY COMMITTEE

There shall be established a Joint Industry Study Committee to propose methods by which work under this Collective Bargaining Agreement can be done more efficiently and productively. This Committee shall also be charged with addressing problems related to changes in prevailing wage requirements if and when they occur. This Committee shall consist of three (3) members appointed by the AGC and three (3) members appointed by Local 825. The Committee will meet quarterly.

ARTICLE XXIV SAVINGS AND SEPARABILITY

- A. In the Event that any provisions of the body of this Agreement or in the wage schedules are in conflict with a provision of any applicable law, it is understood and agreed that such provision of this Agreement shall not be operative as long as such conflict exists, but shall become operative immediately upon said provision(s) of law being repealed or determined to be unconstitutional or inapplicable.
- B. If for the reasons above stated any provision hereof shall become inoperative, this Agreement shall be reopened to negotiate only those portions thereof which are in conflict with the law and the remainder of this Agreement and shall continue in full force and effect.

ARTICLE XXV TERMINATION AND EFFECTUATING CLAUSE

In the event this Agreement expires by its terms prior to the execution of a new Agreement, the Employer agrees that it will pay said payments set forth herein to the various Funds, until the execution of a new Agreement. It is understood and agreed, however, that should the subsequent Agreement provide for contributions to the various Funds in an amount or amounts greater than those set forth in this Agreement, the Employer will pay the difference retroactively.

It is further agreed that no other terms or conditions of this Agreement shall extend beyond its expiration date without the written consent of all parties.

This Agreement is effective April 1, 2005 and is to terminate March 31, 2008 and shall continue in force and effect automatically from year to year thereafter unless either party serves notice of termination sixty (60) days prior to the expiration date of any yearly extension thereof.

EFFECTUATING CLAUSE

IN WITNESS WHEREOF, the parties make and enter into this Agreement, and we their duly authorized and empowered representatives have hereunto set our hands and seals this 1st day of April, 2005.


LABOR RELATIONS DIVISION,
HUDSON VALLEY REGION
NEW YORK STATE CHAPTER, INC.
ASSOCIATED GENERAL CONTRACTORS OF AMERICA

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION 825,

825A, 825B, 825C, 825D, 825R & 825RH.


KENNETH CAMPBELL, *Business Manager*


PETER STRANNEMAR, *President*


JOSEPH WHITTLES, *Recording/Corresponding Secretary*

CONSTRUCTION INDUSTRY COUNCIL
WESTCHESTER & HUDSON VALLEY, INC.

A.G.C./C.I.C., NEW YORK STATE

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly rate.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective July 1, 2005.

HIGHWAY, ROAD, STREET, SEWER, BUILDING AND HEAVY CONSTRUCTION

CLASS "A"

HOURLY RATE \$36.37

(40 HOUR) WEEKLY RATE \$1,454.80

AUTOGRADE-COMBINATION SUBGRADER, BASE MTL.
SPREADER AND BASE TRIMMER (CMI and Similar Types)
AUTOGRADE PLACER-TRIMMER SPREADER—
COMBINATION (CMI and Similar Types)
AUTOGRADE-SLIPFORM PAVER (CMI and Similar Types)
BACKHOE
CENTRAL POWER PLANTS (All Types)
CONCRETE PAVING MACHINES
CRANES (All Types, including Overhead and Straddle Traveling Type)
CRANES, Gantry
DERRICKS (Land or Floating)
DRILLMASTER, QUARRYMASTER (Down the Hole Drill)
Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill
DRAGLINES
ELEVATOR GRADERS
FRONT END LOADERS (5 yds. and over)
GRADALLS
GRADER, Rago
HELICOPTERS, Co-Pilot
HELICOPTERS, Communications Engineer
LOCOMOTIVE (Large)
MUCKING MACHINES
PAVEMENT AND CONCRETE BREAKER, i.e.,
Superhammer and Hoe Ram
PILE DRIVER, length of Boom including length of leads shall determine premium Rate Applicable
ROADWAY SURFACE GRINDER
SCOOPER (Loader and Shovel)
TREE CHOPPER with Boom
TRENCH MACHINES (CABLE PLOW)

CLASS "B"

HOURLY RATE \$34.78

(40 HOUR) WEEKLY RATE \$1,391.20

"A" FRAME
BACKHOE (Combination)
BOOM ATTACHMENT ON LOADERS (Rate based on size of Bucket) Not applicable to Pipehook
BORING AND DRILLING MACHINES
BRUSH CHOPPERS, SHREDDER AND TREE SHREDDER

CABLEWAYS

CARRYALLS

CONCRETE PUMP

CONCRETE PUMPING SYSTEM, PUMP-CONCRETE AND SIMILAR TYPES

CONVEYORS, 125 ft. and over

DRILL DOCTOR (duties include Dust Collector, Maintenance)

FRONT END LOADERS (2 yds. but less than 5 yds.)

GRADERS (Finish)

GROOVE CUTTING MACHINE (Ride on Type)

HEATER PLANER

HOISTS: (All type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type). Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"

HOISTS (Chicago Boom Type)

HYDRAULIC CRANES—10 Tons and Under

HYDRO-AXE

HYDRO-BLASTER

JACKS, Screw Air Hydraulic Power Operated Unit or Console Type (not Hand Jack or Pile Load Test Type)

LOG SKIDDER

PANS

PAVERS (all) Concrete

PUMPCRETE MACHINES, SQUEEZECRETE AND CONCRETE PUMPING (regardless of size)

SCRAPERS

SIDE BOOMS

"STRADDLE" CARRIER, Ross and similar types

WHIP HAMMER

WINCH TRUCKS (Hoisting)

CLASS "C"

HOURLY RATE \$32.87

(40 HOUR) WEEKLY RATE \$1,314.80

ASPHALT CURBING MACHINE

ASPHALT PLANT ENGINEER

ASPHALT SPREADER

AUTOGRADE TUBE FINISHER AND TEXTURING MACHINE (CMI and Similar Types)

AUTOGRADE CURECRETE MACHINE (CMI and Similar Types)

AUTOGRADE CURB TRIMMER, AND SIDEWALK, SHOULDER, SLIPFORM (CMI and Similar Types)

BAR BENDING MACHINES (Power)

BATCHERS, BATCHING PLANT AND CRUSHER ON SITE

BELT CONVEYOR SYSTEMS

BOOM TYPE SKIMMER MACHINES

BRIDGE DECK FINISHER

BULLDOZERS (All)

CAR DUMPERS (Railroad)

CHIEF OF PARTY

COMPRESSOR AND BLOWER TYPE UNITS (Used independently or mounted on Dual Purpose Trucks, on Job Site or in conjunction with Job Site, in Loading and unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials)

***COMPRESSOR (2 or 3 in Battery)**

CONCRETE BREAKING MACHINES

*****CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR**
 CONCRETE FINISHING MACHINES
 CONCRETE SAWS AND CUTTERS—Ride on Type
 CONCRETE SPREADERS, HETZEL, REXOMATIC and Similar Types
 CONCRETE VIBRATORS
 CONVEYORS, Under 125 ft.
 CRUSHING MACHINES
 DIRECTIONAL BORING MACHINE
 DITCHING MACHINE, Small (Ditchwitch, Vermeer or Similar Type)
 DOPE POTS (Mechanical with or without pump)
 DUMPSTERS
 ELEVATOR
 FIREMAN
 FORK LIFTS (Economobile, Lull and similar types of equipment)
 FRONT END LOADERS (1 yd. and over but less than 2 yds.)
 *GENERATORS (2 or 3 in Battery)
 GIRAFFE GRINDERS
 GRADERS AND MOTOR PATROLS
 GUNNITE MACHINES (Excluding Nozzle)
 HAMMER VIBRATORY (in conjunction with Generator)
*****HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN**
 HOISTS—(Roof, Tugger, Aerial Platform Hoist and House Cars)
 HOPPERS
 HOPPER DOORS (Power Operated)
****HYDRO-BLASTER**
 LADDERS (Motorized)
 LADDERVATOR
 LOCOMOTIVE, Dinky Type
 MAINTENANCE, Utility Man
*****MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN**
 MECHANICS
 MIXERS (Excepting Paving Mixers)
 MOTOR PATROLS AND GRADERS
 PAVEMENT BREAKERS, Small, Self-Propelled Ride on Type (also maintains Compressor or Hydraulic Unit)
 PAVEMENT BREAKER, Truck Mounted
 PIPE BENDING MACHINE (Power)
 PITCH PUMP
 PLASTER PUMP (Regardless of size)
 POST HOLE DIGGER (Post Pounder and Auger)
 ROD BENDING MACHINES (Power)
 ROLLER, Black Top
 SCALES (Power)
 SEAMAN PULVERIZING MIXER
 SHOULDER WIDENER
 SILOS
 SKIMMER MACHINES (Boom Type)
 STEEL CUTTING MACHINES, Services and Maintains
 TRACTORS
 CAPTAIN (POWER BOATS)
 TUG MASTER (POWER BOATS)
*****ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN**
*****VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN**
 VIBRATING PLANTS (Used in conjunction with Unloading)
 WELDER AND REPAIR MECHANICS
 *Within 100 ft
 **Where required
 ***When used for decontamination and remediation

CLASS "D"
HOURLY RATE \$31.24
(40 HOUR) WEEKLY RATE \$1,249.60
 BROOMS AND SWEEPERS
 CHIPPERS
 COMPRESSOR (Single)
 CONCRETE SPREADERS (Small Type)
 CONVEYOR LOADERS (Not including Elevator Graders)
 ENGINES, Large Diesel (1620 H.P.) and Staging Pump
 FARM TRACTORS
 FERTILIZING EQUIPMENT (Operation and Maintenance of)
 FINE GRADE MACHINE (Small Type)
 FORM LINE GRADERS (Small Type)
 FRONT END LOADER (Under 1 yd.)
 GENERATOR (Single)
 GREASE, GAS, FUEL and OIL SUPPLY TRUCKS
 HEATERS (Nelson or other type including Propane, Natural Gas or Flowtype Units)
 LIGHTS, Portable Generating Light Plants
 MIXERS, Concrete Small
 MULCHING EQUIPMENT (Operation and Maintenance of)
 OFF ROAD BACK DUMPS
 PUMPS (4 inch suction and over including Submersible Pumps)
 PUMPS (2 of less than 4 inch suction, including submersible pumps.)
 PUMPS (Diesel Engine and Hydraulic) immaterial of Power
 ROAD FINISHING MACHINES (Small Type)
 ROLLERS, Grade, Fill or Stone Base
 SEEDING EQUIPMENT (Operation and Maintenance of)
 SPRINKLER and WATER PUMP TRUCKS (Used on Job Site or in conjunction with Job Site)
 STEAM JENNIES and BOILERS, irrespective of use
 STONE SPREADER
 TAMPING MACHINES, Vibrating Ride On
 TEMPORARY HEATING PLANT (Nelson or other type, including Propane, Natural Gas or Flow Type units)
 WATER AND SPRINKLER TRUCKS (Used on Job Site or in conjunction with Job Site)
 *WELDING MACHINES (Gas, Diesel, and/or Electric Converters of any type, Single; 2 or 3 in Battery)
 WELLPOINT SYSTEMS (Including Installation by Bull Gang and Maintenance of)
 *Within 100 feet

CLASS "E"
HOURLY RATE \$29.53
(40 HOUR) WEEKLY RATE \$1,181.20
 ASSISTANT ENGINEER/OILER
 *DRILLERS HELPER
 MAINTENANCE APPRENTICE (Deck Hand)
 MAINTENANCE APPRENTICE (Oiler)
 MECHANICS HELPER
 TIRE REPAIR AND MAINTENANCE
 TRANSIT/INSTRUMENT MAN
 *When used for water/geothermal/monitoring wells
HOURLY RATE \$38.19
(40 HOUR) WEEKLY RATE \$1,527.60
 HELICOPTERS—Pilot
 HELICOPTERS—Engineer
HOURLY RATE \$26.95
(40 HOUR) WEEKLY RATE \$1,078.00
 ROD/CHAINMAN

HOURLY RATE \$37.11

(40 HOUR) WEEKLY RATE \$1,484.40

LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER (minimum)

HOISTS: An Engineer shall be employed on all elevators or hoists (freight or passenger, permanent or temporary) or any other hoisting machine regardless of motor power where used for hoisting building material, also furniture or office equipment or tools and equipment for any other craft.

PLASTER PUMP—(regardless of size)—Repair of asphalt curbing machines, concrete finishing machines, concrete vibrators, gas buggies, leveling machines, portable generators, power saws, compressor equipment or compressor units used in connection with cement, paint, insulating and acoustical sprays and plasters and curing and sand blasting (all and similar types.)

Effective 7/1/2006 through 6/30/2007 there will be a \$2.00 per hour gross increase for all classifications to be distributed at the discretion of the Union.

Effective 7/1/2007 through 6/30/2008 there will be a \$2.00 per hour gross increase for all classifications to be distributed at the discretion of the Union.

The Union also reserves the right on the second and third anniversary dates of this Agreement, that is, 7/1/2006 and 7/1/2007, to reallocate present fund contributions as the Union may deem appropriate subject to the approval of the Local 825 Fringe Benefit Plan Trustees.

STEEL ERECTION

(With Ironworkers or Boilermakers)

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly rate.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective July 1, 2005.

CLASS "A"

HOURLY RATE \$39.14

(40 HOUR) WEEKLY RATE \$1,565.60

CRANES—(all cranes, land or floating with booms including jib, 140 ft. and over, above ground)

DERRICKS—(all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground)

HELICOPTER—Co-Pilot

HELICOPTER—Communications Engineer

CLASS "A"

HOURLY RATE \$38.23

(40 HOUR) WEEKLY RATE \$1,529.20

CRANES—(all cranes, land, or floating with booms including jib, less than 140 ft. above ground)

DERRICKS—(all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground)

CLASS "B"

HOURLY RATE \$35.94

(40 HOUR) WEEKLY RATE \$1,437.60

"A" FRAME

CHERRY PICKERS, 10 tons and under

HOISTS: All type hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago Boom Type

JACKS—screw air hydraulic power operated unit or console type (not hand jack or pile load test type)

SIDE BOOMS

CLASS "C"

HOURLY RATE \$33.28

(40 HOUR) WEEKLY RATE \$1,331.20

AERIAL PLATFORM USED AS HOIST

COMPRESSORS, 2 or 3 in Battery

ELEVATORS or HOUSE CARS

***CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR**

CONVEYORS and TUGGER HOISTS

CHIEF OF PARTY

DIRECTIONAL BORING MACHINE

FIREMAN

FORKLIFT

GENERATORS, 2 or 3

***HEAVY EQUIPMENT ROBOTICS,**

OPERATOR/TECHNICIAN

MAINTENANCE—Utility Man

***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN**

ROD BENDING MACHINE (Power)

***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL**

SYSTEM OPERATOR/MAINTENANCE TECHNICIAN

***VACUUM BLASTING MACHINE**

OPERATOR/MAINTENANCE TECHNICIAN

WELDING MACHINES—(gas or electric, 2 or 3 in battery, including diesels)

CAPTAIN—Power Boats

TUG MASTER—Power Boats

APPRENTICE ENGINEER/OILER with either One Compressor or One Welding Machine

***When used for decontamination and remediation**

CLASS "D"

HOURLY RATE \$31.75

(40 HOUR) WEEKLY RATE \$1,270.00

COMPRESSOR, Single

OFF ROAD BACK DUMP

WELDING MACHINE, Single, gas, diesel and electric converters of any type

WELDING SYSTEM MULTIPLE (Rectifier Transformer type)

GENERATOR, Single

CLASS "E"

HOURLY RATE \$29.99

(40 HOUR) WEEKLY RATE \$1,199.60

ASSISTANT ENGINEER/OILER

***DRILLERS HELPER**

TRANSIT/INSTRUMENT MAN

MAINTENANCE APPRENTICE/OILER

MAINTENANCE APPRENTICE/DECKHAND

STRADDLE CARRIER

***When used for water/geothermal/monitoring wells**

HOURLY RATE \$40.00

(40 HOUR) WEEKLY RATE \$1,600.00

HELICOPTER—Pilot

HELICOPTER—Engineer

HOURLY RATE \$37.56
(40 HOUR) WEEKLY RATE \$1,502.40
LEAD ENGINEER, FOREMAN ENGINEER, SAFETY
ENGINEER (minimum)

HOURLY RATE \$26.95
(40 HOUR) WEEKLY RATE \$1,078.00
ROD/CHAINMAN

Effective 7/1/2006 through 6/30/2007 there will be a \$2.00 per hour gross increase for all classifications to be distributed at the discretion of the Union.

Effective 7/1/2007 through 6/30/2008 there will be a \$2.00 per hour gross increase for all classifications to be distributed at the discretion of the Union.

The Union also reserves the right on the second and third anniversary dates of this Agreement, that is, 7/1/2006 and 7/1/2007, to reallocate present fund contributions as the Union may deem appropriate subject to the approval of the Local 825 Fringe Benefit Plan Trustees.

WHARF & DOCK BUILDERS ASSOCIATION

For any Employee working under this Agreement, the classifications and rates are the same as the Independent Agreement, however, for working conditions, refer to the Wharf & Dock Builders Agreement.

OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly rate.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective July 1, 2005.

CLASS "A"
HOURLY RATE \$37.00
(40 HOUR) WEEKLY RATE \$1,480.00

BACKHOE
CRANES (All Types)
DRAGLINES
FRONT END LOADERS (5 yds. and over)
GRADALLS
HELICOPTERS—Co-Pilot
HELICOPTERS—Communications Engineers
SCOOPER (Loader and Shovel) Koehring
TRENCH MACHINES (CABLE PLOW)

CLASS "B"
HOURLY RATE \$35.35
(40 HOUR) WEEKLY RATE \$1,414.00

"A" FRAME
BACKHOE (combination hoe loader)
BORING AND DRILLING MACHINES
DITCHING MACHINE, small, (Ditchwitch, Vermeer or similar type)
FORK LIFTS
FRONT END LOADERS (2 yds and over but less than 5 yds)
GRADERS, FINISH (fine)

HYDRAULIC CRANES—10 Tons and under (Over 10 tons crane rate applies)
SIDE BOOMS
WINCH TRUCKS (Hoisting)

CLASS "C"
HOURLY RATE \$33.21
(40 HOUR) WEEKLY RATE \$1,328.40

BROOMS and SWEEPERS
BULLDOZERS
CHIEF OF PARTY
COMPRESSORS (2 or 3 in Battery)
***CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR**
DIRECTIONAL BORING MACHINES
FRONT END LOADERS (Under 2 yds)
GENERATORS
GIRAFFE GRINDERS
GRADERS AND MOTOR PATROLS
***HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN**
***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN**
MECHANIC
PIPE BENDING MACHINE (Power)
TRACTORS
***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN**
***VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN**
WATER and SPRINKLER TRUCKS—used on job site or in conjunction with job site
WELDER and REPAIR MECHANIC
CAPTAIN (Power Boats)
TUG MASTER (Power Boats)
***When used for decontamination and remediation.**

CLASS "D"
HOURLY RATE \$31.71
(40 HOUR) WEEKLY RATE \$1,268.40

COMPRESSOR, (single)
DOPE POTS (Mechanical with or without pump)
DUST COLLECTORS
FARM TRACTORS
OFF ROAD BACK DUMPS
PUMPS (4 inch suction and over)
PUMPS (2 or less than 4 inch suction)
PUMPS, DIESEL ENGINE and HYDRAULIC (immaterial of power)
WELDING MACHINES, gas or electric convertors of any type—single
WELDING MACHINES, gas or electric convertors of any type—2 or 3 in battery multiple welders
WELLPOINT SYSTEMS (Including installation and maintenance)

CLASS "E"
HOURLY RATE \$29.99
(40 HOUR) WEEKLY RATE \$1,199.60
ASSISTANT ENGINEER/OILER
***DRILLERS HELPER**
TRANSIT/INSTRUMENT MAN
GREASE, GAS, FUEL and OIL SUPPLY TRUCKS
MAINTENANCE APPRENTICE (Oiler)
MECHANICS HELPER
TIRE REPAIR and MAINTENANCE
MAINTENANCE APPRENTICE (Deckhand)
***When used for water/geothermal/monitoring wells**

HOURLY RATE \$38.93
(40 HOUR) WEEKLY RATE \$1,557.20
HELICOPTER—Pilot/Engineer

HOURLY RATE \$37.79
(40 HOUR) WEEKLY RATE \$1,511.60
LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER (minimum)

HOURLY RATE \$27.29
(40 HOUR) WEEKLY RATE \$1,091.60
ROD/CHAINMAN

Effective 7/1/2006 through 6/30/2007 there will be a \$2.00 per hour gross increase for all classifications to be distributed at the discretion of the Union.

Effective 7/1/2007 through 6/30/2008 there will be a \$2.00 per hour gross increase for all classifications to be distributed at the discretion of the Union.

The Union also reserves the right on the second and third anniversary dates of this Agreement, that is, 7/1/2006 and 7/1/2007, to reallocate present fund contributions as the Union may deem appropriate subject to the approval of the Local 825 Fringe Benefit Plan Trustees

TANK ERECTION

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly rate.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective July 1, 2005.

CLASS "A"
HOURLY RATE \$38.86
(40 HOUR) WEEKLY RATE \$1,554.40
OPERATING ENGINEERS—On all Cranes, Derricks, etc. with Booms including jib, 140 ft. or more above the ground.

CLASS "A"
HOURLY RATE \$38.02
(40 HOUR) WEEKLY RATE \$1,520.80
OPERATING ENGINEERS—On all equipment, including Cranes, Derricks, etc. with Booms including jib, less than 140 ft. above the ground; (See Article IV-1 of Agreement)

CLASS "A"
HOURLY RATE \$38.30
(40 HOUR) WEEKLY RATE \$1,532.00
LEAD ENGINEER, FOREMAN OR SAFETY ENGINEER

CLASS "A"
HOURLY RATE \$39.50
(40 HOUR) WEEKLY RATE \$1,580.00
HELICOPTER—Pilot Engineers

CLASS "A"
HOURLY RATE \$38.19
(40 HOUR) WEEKLY RATE \$1,527.60
HELICOPTER—Co-Pilot
HELICOPTER—Communications Engineer

CLASS "B"
HOURLY RATE \$35.93
(40 HOUR) WEEKLY RATE \$1,437.20
ALL EQUIPMENT COVERED UNDER ARTICLE IV-2

Air Compressors, welding machines and generators are defined as and cover: gas, diesel, or electric driven equipment and sources of power from a permanent plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools used in the erection, alteration, repair and dismantling of tanks and any and all "dual purpose" trucks used on the construction job site or in the loading or unloading of materials, at the construction job site, or in conjunction with the job site. Employees covered hereunder shall man and operate such permanent plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid at the rate of wages applicable to the classification of work in which he is employed.

CLASS "C"
HOURLY RATE \$33.47
(40 HOUR) WEEKLY RATE \$1,338.80
CHIEF OF PARTY
***CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR**
DIRECTIONAL BORING MACHINE
***HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN**
***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN**
***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN**
***VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN**
***When used for decontamination and remediation.**

CLASS "D"
HOURLY RATE \$32.22
(40 HOUR) WEEKLY RATE \$1,288.80
OFF ROAD BACK DUMP

CLASS "E"
HOURLY RATE \$30.72
(40 HOUR) WEEKLY RATE \$1,228.80
***DRILLERS HELPER**
OILER/ASSISTANT ENGINEER
***Water/geothermal/monitoring wells**

HOURLY RATE \$29.53
(40 HOUR) WEEKLY RATE \$1,181.20
TRANSIT/INSTRUMENT MAN

HOURLY RATE \$26.95
(40 HOUR) WEEKLY RATE \$1,078.00
ROD/CHAINMAN

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